

RECORDATION NO. 19145 F
MAR 7 1997 - 1:00 PM

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OF COUNSEL
URBAN A. LESTER

March 7, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Release and Termination of Security Interest, dated March 3, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release of the Security Agreement previously filed under Recordation Number 19145 as amended.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: AT&T Commercial Finance Corporation
44 Whippany Road
Morristown, NJ 07962

A description of the railroad equipment covered by the enclosed document is identified on Schedule A attached to the Release.

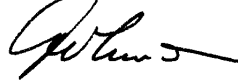
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Mr. Vernon A. Williams
March 7, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

19145-F

RELEASE AND TERMINATION
OF SECURITY INTEREST

WHEREAS, ACF Industries, Incorporated, a New Jersey corporation (the "Debtor") and AT&T Commercial Finance Corporation (the "Secured Party"), entered into a certain Security Agreement-Trust Deed (Chattel Mortgage) dated as of December 29, 1994 (the "Security Agreement") pursuant to which the Debtor collectively transferred, conveyed, hypothecated, mortgaged, delivered, pledged, assigned and granted to the Secured Party a lien on and a security interest in all of the Debtor's right, title and interest in certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to the Term Loan Agreement dated as of December 29, 1994, between the Debtor and the Secured Party;

WHEREAS, the Security Agreement and all amendments and assignments pertaining thereto were recorded with the Interstate Commerce Commission, Recordation No. 19145, and with the Registrar General of Canada, Recordation Nos. 171 and 268;

WHEREAS, the Debtor has requested the Secured Party to release its lien on and its security interest in all of the railcars and leases related thereto subject to the lien created by the Security Agreement and the Secured Party has agreed to such release;

NOW, THEREFORE, for good and valuable consideration, the Secured Party hereby agrees and covenants as follows:

The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to the Collateral (as defined in the Security Agreement) including, without limitation:

(a) certain railroad covered hopper cars listed on Schedule A attached hereto (the "Equipment", as defined in the Security Agreement) (which list includes the car number and AAR designation), together with all accessories, attachments, equipment, parts and appurtenances appertaining or attached to such Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment (including, without limitation, any Replacement Units, as defined in the Security Agreement), together with any and all rents, issues, income, mileage credits earned, profits and avails therefrom, any and all books and records relating thereto, and the products and proceeds of any of the foregoing (including, but not limited to, any amounts payable or to become payable under any policy of insurance);

(b) all right, title and interest of Debtor in and to each and every lease relating to the Equipment, but only to the

extent relating to the Equipment (each such portion of such lease being an "Equipment Lease", as defined in the Security Agreement), all rights to receive monies due or to become due under or pursuant to any of the Equipment Leases, all rights under (including any rights to receive proceeds of) any insurance, indemnity, warranty or guaranty with respect to any of the Equipment Leases, all claims for damages arising out of or for breach or default under any of the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as contractual obligations, damages or otherwise, all rights to enforce or collect payments of any amounts described hereinbefore and to terminate any Equipment Lease, and any and all proceeds and products of the foregoing;

(c) any contract or warranty rights or claims of any kind or nature whatsoever that the Debtor may have against any Person (as defined in the Security Agreement) from which the Debtor has acquired any of the Equipment or any parts or components therefor, or any related Equipment Leases, and any proceeds thereof;

(d) any Cash Collateral (as defined in the Security Agreement); and

(e) all products and proceeds of any of the foregoing.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this 3RD day of MARCH, 1987.

AT&T COMMERCIAL FINANCE CORPORATION

By: 

Name: Craig L. Johnson
Title: Vice President

STATE OF NEW JERSEY)
) ss.:
COUNTY OF MORRIS)

On this 3rd day of March, 1997, before me personally appeared Craig Johnson, to me known, who being by me duly sworn, says that (s)he resides at Morristown, NJ and is Vice President of AT&T Commercial Finance Corp that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cynthia O. Ravel
Notary Public

CYNTHIA O. RAVEL
A Notary Public of New Jersey
My Commission Expires September 29, ~~1998~~ 2001

12/94

12/23/96

SCHEDULE A

PAGE 1

RPTG MARK	CAR NO	TYPE OF CAR	AAR DESG	LESSEE	CONTRACT/ RIDER	EFFECTIVE DATE
ACFX	69183	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69184	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69185	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69186	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69187	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69188	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69189	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69190	H	C214	LYONDELL PETROCHEMICAL COMPANY	53470028	02/01/1994
ACFX	69448	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69449	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69450	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69451	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69452	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69453	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69454	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69455	H	C214	EXXON CHEMICAL AMERICAS	67860056	06/01/1996
ACFX	69564	H	C214	EXXON CHEMICAL AMERICAS	67860057	06/01/1996
ACFX	69565	H	C214	EXXON CHEMICAL AMERICAS	67860057	06/01/1996